

Bremer Co.

PPME #2003 (Roads)

7/1/2005 6/30/2008

AGREEMENT

BETWEEN

BREMER COUNTY – SECONDARY ROADS

AND

**INTERNATIONAL UNION PAINTERS AND ALLIED TRADES
UNION LOCAL 2003**

JULY 1, 2005 – JUNE 30, 2008

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AGREEMENT
Between
BREMER COUNTY – SECONDARY ROADS
and
INTERNATIONAL UNION PAINTERS AND ALLIED TRADES
UNION LOCAL 2003

JULY 1, 2005
through
June 30, 2008

THIS AGREEMENT entered into by and between Bremer County, Iowa, and the International Union of Painters and Allied Trades, Local Union No. 2003, IUPAT. The County of Bremer is hereinafter referred to as “the Employer” and the Local Union is hereinafter referred to as “the Union”.

ARTICLE 1
PURPOSE

Section 1.01

The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Employer and the Union, and to provide for the peaceful adjustment of any differences, which may arise between them respecting the application of the Articles of this Agreement.

Section 1.02

All employees covered hereby shall, in good faith, respect the provisions of this Agreement and cooperate with the Employer and the Union in the enforcement of the terms hereof.

ARTICLE 2
RECOGNITION

Section 2.01

The Employer agrees to recognize the Union as the sole bargaining agent in matters pertaining to wages and hours of employment for the following employees of the Bremer County Highway Department: Operator I, Operator II, Rodman, Mechanic Helper, Mechanic I, Mechanic II, Laborer, Engineering Aide I, Engineering Aide II.

ARTICLE 3

CHECK-OFF

Section 3.01

The Employer agrees to check-off from the first pay of each month, union dues and initiation fees, and turn over same to an authorized representative of the Union within ten (10) days after the check-off has been made, providing that written request is on file with the Employer by each union member, authorizing such deduction and payment.

Section 3.02

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for union dues and initiation fees from an employee's pay. The Union assumes full responsibility for the disposition and accounting of the monies according to Iowa Public Employment Relations Act once they have been turned over to the properly designated official of the Union.

Section 3.03

Employees may revoke their authorization for dues check-off by providing the County with a written thirty (30) day notice of request to discontinue dues check-off.

ARTICLE 4

EMPLOYMENT POLICY

Section 4.01

Bremer County is an equal opportunity employer. Applications for employment for open positions and current employees treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, medical condition or disability.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.01

The Employer and management shall have, except as modified by the terms of this Agreement, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to hire, suspend, discipline or discharge for cause, direct the work, assign to work, transfer, promote and demote, increase or decrease the working force of public employees, take such actions as may be necessary to carry out the mission of the Employer, initiate, prepare, certify and administer the County budget and further, the County shall exercise all powers and duties granted to it by law.

Section 5.02

Foremen, supervisors, other employees, not in the bargaining unit, shall not perform work on any hourly rated job classification, if the result would be to displace an employee in the bargaining unit. But this would not prevent such work:

- A. in the performance of necessary work when emergencies are apparent and/or encountered;
- B. in emergencies, when regular employees are not and will not be immediately available;
- C. the instruction and training of employees;
- D. in the testing of materials used by the Employer to perform its mission.

ARTICLE 6

STEWARD PRESENTATION

Section 6.01

The Employer shall recognize as stewards only those County employees covered by this Agreement who are designated in writing by the union as stewards.

Section 6.02

The County Engineer shall, when possible, and at a time and location designated by the County Engineer, provide one union steward up to one hour, with pay, each week to present or discuss with him grievances on behalf of the employees. However, for filing grievances, the grievance procedure must be followed in all respects.

Section 6.03

A representative of the Union not in the employ of the County may be given permission, upon request to the County Engineer or his assistant, to visit working locations during working hours in order to investigate grievances and other union matters relating to this Agreement.

Section 6.04

A list of the names of the stewards or any changes in stewards of the employees' union shall be furnished immediately in writing to the County Engineer by the Union.

ARTICLE 7

UNION MEMBERSHIP

Section 7.01

Should a regular full-time employee choose not to join the Union after one hundred eighty (180) days of employment, the Union agrees not to apply direct or indirect pressure upon such employee to do so. There shall be no discrimination against an employee by the Union or by the Employer or by another employee because of membership or non-membership in the union or a related union activity.

ARTICLE 8

USE OF EQUIPMENT

Section 8.01

The management foremen and supervisors of the Employer shall retain the right to operate or assemble and disassemble any or all machines or equipment of the County at any time that no employee is laid off and during periods of emergency, such as snowstorms, road washouts and other natural disasters.

Section 8.02

Supervisors may perform work regularly assigned to employees within the bargaining unit if such performance of the work by a supervisor, at any one time, would not result in the loss of overtime for a bargaining unit employee or would not result in taking the permanent place of a bargaining unit employee.

ARTICLE 9 **STRIKES AND LOCKOUTS**

Section 9.01

The Union agrees that in accordance with Sections 10 and 12 of the Iowa Public Employment Relations Act that the Union further agrees that during the term of this Agreement it will not participate in, encourage, authorize, instigate or approve of any strike, slowdown, work stoppage or will not picket the County or any of its offices and buildings in the support of any lawful or unlawful purpose.

Section 9.02

The Employer agrees that there will be no lockout of its employees. It is understood and agreed that the term "lockout" does not include the shutdown or discontinuance of a part of or all of the Employer's operations or mission for business and budgetary reasons.

Section 9.03

If the Union or a County employee covered by this Agreement violates any provisions under Article X, the Employer can seek relief under the provisions set forth in the Iowa Public Employment Relations Act.

ARTICLE 10 **SAFETY AND HEALTH**

Section 10.01

The Employer shall continue to make all reasonable provisions for the safety and health of its employees, including drug and alcohol screening.

Section 10.02

Authorized protective equipment and other devices necessary to properly protect employees from injury and sickness shall be designated by the Employer and the use of such equipment and devices shall be mandatory.

Section 10.3

The employees shall recognize their responsibility to conduct themselves in a manner that promotes safety, employee cooperation, good morale and good public image.

Section 10.4

It is recognized that employees are expected to exercise reasonable judgment in the care and use of all equipment, including but not limited to safety equipment and vehicles used by County employees in the performance of their jobs.

Section 10.05

The Employer, once a year, shall reimburse employees \$40.00 toward the purchase of safety shoes or boots. Employees may elect to carry over and accumulate \$80.00 for later use.

Section 10.06

The Employer agrees to provide each employee with one pair of non-prescription safety glasses each year. Those employees using prescription glasses, the Employer will pay the cost of the hardening or safety portion of the lenses once every two years. Employees shall be responsible for the use and care or the loss of their safety glasses.

Section 10.07

Where possible, safety belts shall be installed in all County vehicles and the use of the seat belts shall be mandatory.

Section 10.08

All employees shall be issued a hard hat with liner and the use of same is mandatory when operating in or around any County vehicles. Any exception to Article 10 must be authorized in writing by the County Engineer. Employees violating the safety rules shall be disciplined according to the terms of the contract.

Section 10.09

All prospective new employees may be required to take a physical examination as deemed necessary by the County and at the County's expense. If the employee requests, the County agrees to provide employees aged 60 and over, a physical every other year providing the County receives a copy of the physical report. The cost of the physical examination shall not exceed \$100.00.

Section 10.10

All employees may be tested for drug and/or alcohol use at any time allowed by state or federal law. Cost of the required drug and/or alcohol test will be paid by the County. The employee agrees to give a copy of the drug and/or alcohol test results to the County. If the employee fails to provide a copy of the test results to the County, the employee shall be suspended without pay until the employee provides the test results. If after ten (10) working days the employee has failed to provide the County with the required test results, the employee will be discharged.

ARTICLE 11
HOURS OF EMPLOYMENT

Section 11.01

The official workweek for all employees covered by this Agreement, for payroll purposes, shall start at 12:01 AM on Sunday and end at 12:00 PM on Saturday evening. The standard workweek for all employees shall consist of five (5) working days starting on Monday and ending on Friday of each week. The working day for all employees will consist of eight (8) hours starting at 8:00 AM and ending at 4:30 PM. There will be one (1) fifteen (15) minute rest period in the morning and one (1) fifteen (15) minute rest period in the afternoon, and a thirty (30) minute lunch break. During temporary periods, road conditions or weather conditions may require more than eight (8) hours per day and more than forty (40) hours per week may be worked. This is not to be interpreted as a guarantee of a forty (40) hour workweek.

Section 11.02

Employees affected by temporary schedule changes in starting and ending of hours of work, not to exceed one hundred twenty (120) days, shall receive at least two (2) days advance notice, with a copy sent to the Union. The temporary changes shall be determined by the Employer; however, the two (2) day advance notice of schedule changes shall be waived in construction situations.

Section 11.03

Time and one-half (1-1/2) will be paid for hours worked in excess of eight (8) hours in any day or in excess of forty (40) hours in any one week. For the purpose of computing overtime, any approved compensated time other than leave of absence, military leave and jury duty time, shall count as time worked for the purpose of computing overtime.

Section 11.04

The County reserves the right to require the employees covered by this Agreement to work overtime as needed and authorized by the County Engineer or his representative.

Section 11.05

Employees who have reported to work and are unable to perform their work because of weather problems or equipment breakdown or other related problems beyond the control of the County will be sent home and paid actual time spent at work location or two (2) hours paid time, whichever is greater.

Section 11.06

All employees covered under this Agreement are authorized unexpected overtime. Up to three (3) overtime hours per calendar month will be granted for employees who are required to perform after the normal workday and, in their judgment, because of an unexpected work situation, between the hours of 10:00 PM and 6:00 AM.

Section 11.07

Employees' travel time to and from the job site or location shall be considered as part of the work day, providing the employee reports to his shop, warehouse or meeting location to pick up the equipment needed on the job site or locations.

Section 11.08

Employees covered by this Agreement may not use the Employer's equipment for personal use, such as travel to or from restaurants, home or other locations for coffee, lunch or to pick up any personal items.

ARTICLE 12 **PAY PERIOD**

Section 12.01

There shall be twenty-six (26) payroll periods during the work year. The payroll checks shall normally be distributed on every other Friday. If a Friday happens to fall on a holiday recognized by this Agreement, the payroll checks, if possible, shall be distributed to employees one day earlier.

ARTICLE 13

ACCIDENT LEAVE

Section 13.01

All employees are allowed, in addition to workers' compensation insurance, forty-five (45) hours of accident leave per accident, at the employee's current hourly rate.

Section 13.02

Employees with sick leave to their credit may use it to make up the difference between the weekly workers' compensation benefit check and their normal salary, and the difference paid will be divided by the employee's regular hourly rate and the amount of hourly pay used shall be deducted from hours of sick leave credits.

Section 13.03

The following stipulations are placed on the conditional use of accident leave:

- A. In case of injury due to work or incurred while at work, all such injuries must be reported to the County Engineer's office on the same day the injury is sustained or when injury is first known to the involved employee.
- B. The employee must see a doctor for treatment.
- C. The doctor must provide a statement to the Employer, indicating possible time away from the job.
- D. Accident leave may not be used in place of, or to supplement, sick leave.
- E. Accident leave is per accident and cannot be accumulated.

ARTICLE 14

HOLIDAYS

Section 14.01

The following ten and one-half (10-1/2) days shall be observed as paid holidays: New Year's Day, President's Day, afternoon of Good Friday (1/2 day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve day and Christmas Day.

Section 14.02

All regular full-time employees are eligible for holiday pay of up to eight (8) hours at the rate of eight (8) hours straight time pay, providing the employee has worked the last scheduled work day before the scheduled holiday and the first scheduled work day after the holiday, unless such employee shall have been excused by his immediate supervisor.

Section 14.03

Should one of the holidays in Section 14.01 fall on a Saturday, it shall be observed on Friday, and when it falls on Sunday, it will be observed on Monday.

Section 14.04

If a holiday is observed during an employee's vacation, the employee's vacation time may be taken at a later date, provided approval has been received prior to the employee's vacation.

Section 14.05

It is the duty of each employee, unless he is on sick leave, vacation or out of town, to keep his immediate supervisor or foreman informed of his location in case an emergency situation regarding the County roads, bridges, etc., should arise.

Section 14.06

Any time worked on one of the scheduled holidays will be paid, not in addition to any other pay, at the rate of two times 2x) the employee's current hourly rate of pay.

ARTICLE 15
VACATION

Section 15.01

All regular full-time employees who have completed their probationary period shall be entitled to receive paid vacation.

Section 15.02

Qualifying periods for vacation pay: Vacation shall be determined on the basis of the employee's continuous length of employment with the County, as of his anniversary date of each calendar year. Vacation pay will be computed at the employee's straight time hourly rate.

Section 15.03

All employees except seasonal and part-time accrue vacation with pay at the rate of four (4) hours for each full month of service during the first (1st) year of continuous employment by the department and eight (8) hours for each full month of service during the second (2nd) through the ninth (9th) year and fourteen (14) hours for each full month of service thereafter.

Section 15.04

Employees may use accrued vacation the month after the vacation was accrued by the employee.

Section 15.05

For the purpose of this Agreement, vacation accrual time status shall be defined as the time actually worked on the job, paid sick leave, holidays, vacations, jury duty, military reserve time and authorized absences.

Section 15.06

Employees may carry over unused vacation time up to one hundred and twenty (120) hours, but no vacation period will be longer than eighty (80) hours at one time, unless prior approval has been granted by the Employer.

Section 15.07

An employee who is eligible for vacation pay and voluntarily terminates employment with the Employer with two (2) weeks prior notice to the County shall receive the vacation pay for which the employee was eligible at the time of termination.

Section 15.08

An employee who voluntarily terminates without two (2) weeks prior notice or who is voluntarily terminated for misconduct or violations of County policy will not be eligible for and shall forfeit his vacation pay.

Section 15.09

Employees, in order of seniority, will be granted preference in choice of vacation periods. Employees requesting two (2) or more consecutive days of vacation must provide the Employer with two (2) weeks prior notice. Employees requesting one (1) day vacation must provide the Employer with two (2) days advance notice unless the request is for a verifiable family emergency. Vacation may not be taken in less than full-day increments. However, employees may use up to five (5) days of vacation in one-half (1/2) day increments.

Section 15.10

Whenever possible, an employee will be permitted to take his vacation at the time he chooses, subject to the right of County to schedule, change or alter vacation schedules in such a manner as to ensure the efficient operation of the Employer. Where possible, the Employer shall answer all vacation requests to the employee in writing within forty-eight (48) hours.

Section 15.11

An employee may not waive his vacation benefit and draw vacation in addition to regular pay be working during his vacation period.

Section 15.12

In the event of the death of an employee, used vacation credit shall be paid to the employee's estate or next of kin.

ARTICLE 16 **PERSONAL LEAVE**

Section 16.01

Full-time employees shall receive eight (8) hours of paid personal leave per anniversary year to be used at the employee's discretion for whatever purpose the employee chooses. Employees must obtain approval from the Employer at least twenty-four (24) hour prior to the personal leave requested, except in verifiable emergencies. Personal leave may be taken in one hour increments, but may not be carried over to the next anniversary year.

ARTICLE 17 **MILITARY LEAVE**

Section 17.01

Any employee leaving for the military service or wishing to return to work for the County after completion of his military service will be granted all rights afforded to him by the Code of Iowa and the Universal Military Training and Services Act.

ARTICLE 18

JURY DUTY

Section 18.01

In the event an employee is subpoenaed or summoned for jury duty, he shall receive full pay equal to his normal work schedule, less any compensation paid him for his services as a juror, for the hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled work day are expected to report to work when excused or released by the court.

Section 18.02

If an employee is called for jury duty, he shall promptly notify his immediate supervisor so that arrangements may be made for his absence from work.

Section 18.03

Employees must present, in writing, proof of service as a juror and the amount of compensation received for performing jury duty.

ARTICLE 19

VOTING IN STATE AND FEDERAL ELECTIONS

Section 19.01

In accordance with the Code of Iowa and when necessary, the County shall grant no more than three (3) hours off work with pay to any employee eligible to vote in any State or Federal general election. Employees shall not be liable to loss of seniority or any penalty nor shall any deduction be made from his regular salary or wages on account of such absences.

ARTICLE 20

SICK LEAVE

Section 20.01

All employees covered by this Agreement are granted sick leave and shall accrue and be paid sick leave at the rate of twelve (12) hours per month for each full month of employment, providing the employee actually works during that month. Time spent on leave of absence without pay, discipline leave, lay-off or suspension shall not count toward accruing sick leave. Employees who have not completed their probationary period may only use accumulated sick leave up to a maximum of three days until their probationary period has ended.

Section 20.02

Sick leave may accumulate to a maximum of seven hundred twenty (720) hours and once earned may be carried over year-to-year, never to exceed seven hundred twenty (720) hours at any one time.

Section 20.03

To be eligible for receipt of sick leave pay, an employee is required to notify his immediate supervisor or the Engineer's office of his absence within fifteen (15) minutes of the start of the employee's scheduled work shift and to indicate the nature of the illness. If requested, an employee will be required to provide a doctor's written verification as to the nature and extent of the illness. Sick leave with pay may also be used for:

- A. Dental care for employee, which cannot be deferred until after normal working hours;
- B. Providing immediate medical care help not to exceed two (2) days per occurrence to a member of the employee's immediate family. Immediate family is defined as employee's spouse, children, parents, parents of spouse, brothers or sisters.

Section 20.04

Sick leave shall not be granted for more than one (1) day without satisfactory proof of illness.

Section 20.05

Approved sick leave may be granted for periods less than one (1) day but not less than two (2) hours.

Section 20.06

Sick leave pay will be computed at the employee's straight time rate of pay effective at the time of absence.

Section 20.07

Employees wishing to use sick leave for dental visits must provide the Employer with written verification of the dental visit and at least two (2) days notice prior to the dental appointment unless the visit is a verifiable emergency.

ARTICLE 21 **FUNERAL LEAVE**

Section 21.01

Each regular full-time employee shall be eligible for a paid leave of absence of up to five (5) days from work in the event a death occurs in the employee's immediate family as defined in 20.03(B). Employees who have not completed their probationary period may use paid funeral leave for only one occurrence until their probationary period has been completed.

Section 21.02

Regular full-time employees may take one (1) paid leave of absence from work to attend the funeral of the employee's grandparents, grandchildren, son-in-law, brother-in-law, sister-in-law or daughter-in-law.

Section 21.03

Employees acting as pallbearers may be granted up to four (4) hours paid absence for service as a pallbearer. Employees must report back to work immediately upon completing the pallbearer's duties.

Section 21.04

Employees must attend the funeral in order to qualify for funeral pay and payment will be made for only those days absent which could have been compensable workdays. No payment for funeral leave will be made during vacation, holidays, lay-off or leave of absence. Payment will be made on the basis of the employee's current normal day's wages. In unusual circumstances, employees may, at discretion of the County Engineer, be granted additional time off to attend a funeral. If granted, the additional time off will be unpaid and approval must be in writing.

ARTICLE 22 **LEAVE OF ABSENCE**

Section 22.01

Employees who have completed the one hundred eighty (180) day probationary period may be granted a leave of absence without pay or loss of seniority rights for any of the following reasons:

- A. Death or severe illness in the immediate family;
- B. Long-term personal injury or illness, requiring medical attention;
- C. Compulsory service in the Armed Forces of the United States;
- D. Some other reason, deemed justifiable by the County, provided that in each case written permission is obtained from the Employer before the taking of such leave.

Section 22.02

The maximum leave of absence, except in cases of required military service, shall be for thirty (30) days. Such leaves may be extended for like periods provided the employee receives written permission from the Employer.

Section 22.03

Any employee who does not return or overstays a leave of absence or during that period of absence is gainfully employed by another, will be considered to have terminated his employment with the Employer and, if rehired, shall be considered as a new employee and must meet and follow the requirements as a new employee.

Section 22.04

The County agrees to comply with the provisions of the Family Medical Leave Act.

ARTICLE 23 **INSURANCE**

Section 23.01

The Employer agrees to provide the employees with hospitalization insurance.

Section 23.02

The Employer shall provide the employees with an 80/20 health insurance program at a cost to the employee of \$25.00 a month for the single coverage and \$50.00 a month for family coverage. Effective July 1, 2007, employees hired prior to July 1, 2005 shall pay \$30.00 per month for single coverage and \$55.00 per month for family coverage.

Section 23.03

Employees hired on or after July 1, 2005 shall pay \$25.00 per month for single coverage and \$375.00 per month for family coverage. Effective July 1, 2007, employees shall pay \$30.00 per month for single coverage and \$375.00 per month for family coverage.

Section 23.04

The Employer shall provide, at no cost to the employee, an accidental death and dismemberment insurance policy with a value of \$25,000.00. Employees may purchase at their own expense additional coverage under this policy above the initial \$25,000.00.

Section 23.05

The Employer agrees to extend COBRA benefits to employees.

ARTICLE 24
CALL-IN PAY

Section 24.01

In the event that the Employer notifies an employee of the necessity of reporting for work at a time other than the normally scheduled work period, the employee shall receive two (2) hours of work or two (2) hours of pay at the normally applicable rate provided he does not leave sooner of his own accord.

Section 24.02

If an employee works more than two (2) hours in a call-in status, he shall be paid for the actual hours worked at the applicable rate.

ARTICLE 25
GRIEVANCE PROCEDURE

Section 25.01

Both parties agree that should the Union or any individual employee desire to process a grievance pertaining to the violation of this Agreement, the grievance should be handled according to the following manner. All grievance statements must be written and signed and contain what contract violation has allegedly occurred. Grievances not filed within the prescribed time limits will be considered settled. Failure by the Employer to observe time limits for any step of the grievance procedure shall entitle the employee to advance the grievance to the next step.

Step I

Section 25.02

Within five (5) working days of the alleged incident, an employee may during working hours initiate a written grievance with their immediate supervisor or in the supervisor's absence, the Assistant to the County Engineer or in the absence of the Assistant to the County Engineer, proceed to Step II. The union steward may be present if the employee desires. Within two (2) working days, the immediate supervisor, or in his absence, the Assistance to the County Engineer, will notify in writing the employee of his decision.

Step II

Section 25.03

If the grievance is not resolved in Step I, the employee or the Union shall present the grievance to the County Engineer within five (5) working days of the answer or non-answer of the employee's supervisor in Step I. The County Engineer shall answer the grievance in writing, a copy to the employee and a copy to the Union, within five (5) working days following receipt of the grievance. Written grievances must contain a short statement of what the alleged violation is, what article of the contract is violated and what remedy the grievant is seeking.

Step III

Section 25.04

If the grievance is not resolved in Step II, the employee or the Union may, within five (5) working days following the answer or non-answer by the County Engineer, submit the grievance to the County Board of Supervisors. The County Board of Supervisors shall, within fifteen (15) working days, reply in writing to the employee and to the Union of its decision.

Step IV

Article 25.05

If, within fifteen (15) days, the Union is still not satisfied with the decision of the County Board of Supervisors, the Union must notify the Board of Supervisors, in writing, of the Union's intent to arbitrate the grievance. The grievance to be arbitrated shall be submitted to an arbitrator. The arbitrator may be mutually agreed to; but if the mutual agreement cannot be made within five (5) working days, either party must submit to the Public Employment Relations Board for a list of seven (7) impartial arbitrators and when the list arrives, the parties shall alternately strike until one name remains, and he shall be the arbitrator. The arbitrator shall not have the power to detract from or add to or modify, in part or in whole, the terms or intent of the Agreement. The decision of the arbitrator shall be binding and final, with the expenses shared equally by both parties.

Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by party. The cost of the stenographic reporting of the hearing shall be borne by the party requesting the same except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

ARTICLE 26

JOB DESCRIPTIONS AND ASSIGNMENTS

Section 26.01

The Employer will prepare and maintain, as needed, job descriptions for job classifications covered by this Agreement.

Section 26.02

It is fully understood by the parties that every incidental duty connected with the County operations and as enumerated in job descriptions (Appendix B) is not always specifically described and employees, at the discretion of the County, may be required to perform duties not within their immediate job description.

Section 26.03

In the event some employees are required to perform duties not specifically called out in their job descriptions, every effort will be made to assign such employees to related work. However, nothing in this Agreement shall restrict or limit the ability of County management to assign work during certain situations.

Section 26.04

Nothing in a job description is intended, nor shall be construed so as to grant or concede to any employee or group of employees, the right to refuse to follow a lawful instruction or order.

Section 26.05

Once each quarter, the County Engineer's office shall post a year-to-date Sick Leave and Vacation Report. A copy shall be given to the union steward.

Section 26.06

The Employer shall develop and administer a performance evaluation instrument based upon appropriate job descriptions. Probationary employees shall be evaluated upon the completion of the probationary period. All other employees shall be evaluated annually in conjunction with the employee's date of hire by the County. The result of the evaluation shall be discussed with the employee within two weeks of the employee's anniversary date of hire by the County. The evaluation instrument shall contain ample space for the employee to write rebuttal comments and the employee shall be given every opportunity to do so. Performance evaluation results shall not be used as the sole basis for pay increments or disciplinary actions. The evaluation instrument, and any changes thereof, shall be sent to the Union business representative thirty (30) days prior to the effective date. Any dispute as to the criteria contained in the evaluation instrument shall be subject to binding arbitration.

ARTICLE 27 **SENIORITY**

Section 27.01

Employees shall acquire seniority after completing on a regular basis a one hundred eighty (180) day probationary period. But with due cause and consideration, an employee in a probation period may be terminated and no grievance or obligation to recall concerning such termination may be filed by the Union on his behalf. Temporary employees, part-time employees and summer student help shall have no seniority rights.

Section 27.02

Seniority will be acquired and administered on a departmental status. Vacancies and promotions shall be as per Article 30. Transfers shall be made on the basis of employee qualifications; departmental seniority shall apply but only if to decide between equal candidates.

Section 27.03

All employees hired on a regular basis or those employees who have acquired regular status prior to the effective date of this Agreement shall have their continuous length of service or seniority computed from their last date of hire or rehire in terms of years, months and days.

Section 27.04

Seniority of service of an employee may terminate at the discretion of the County if employee: 1) voluntarily terminates; 2) is discharged for cause; 3) is absent for two (2) days without notifying the County; 4) fails to report to work on the next scheduled work day at the completion of a leave of absence or a vacation; 5) is laid off for more than nine (9) months; 6) retires; 7) fails to notify County of his intention to return to work following a recall within five (5) calendar days of receipt of a certified letter.

Section 27.05

The Union shall be furnished with current seniority list and the job classifications of all employees covered by this Agreement every six (6) months.

ARTICLE 28
LAYOFF AND RECALL

Section 28.01

The County will lay off its employees in the order of seniority after five (5) working days notice to the employee and the union steward within the departments, but employees who are essential to the efficient operation of a department because of special training or ability shall be retained; should such occur, the County shall notify the Union.

Section 28.02

When recalling employees, the County will recall in reverse order from which they were laid off.

ARTICLE 29
BULLETIN BOARDS

Section 29.01

The County shall provide bulletin boards in mutually satisfactory places for official union notices which shall apply to only employees and for the purpose of posting of jobs.

Section 29.02

Employees desiring to place personal notices on the bulletin boards shall be required to seek and obtain approval from the County Engineer's office.

ARTICLE 30

JOB POSTING

Section 30.01

No permanent vacancy or newly created job classification in the bargaining unit shall be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply by signing the Job Posting. Management, in their opinion, shall select the most qualified applicants from all qualified applicants for the vacancy. Qualified employees signing the posting sheet shall receive first consideration for the vacancy. Qualified employees not awarded the job shall be notified, in writing, of the decision.

ARTICLE 31

DISCIPLINE AND TERMINATION POLICY

Section 31.01

The County shall neither discharge nor give disciplinary layoff to any employee without just cause. The Employer affirms and endorses the theory and practice of Corrective Discipline.

Section 31.02

It is recognized that for the benefit of employees and to protect the rights of the County, certain regulations must be observed by all County employees. These rules are not designed to restrict employees, but to protect them by assuring safe working conditions and equal treatment with fellow employees. Such rules of conduct are posted on the County bulletin boards for the information and reference of all employees.

Section 31.03

The County shall maintain the right to apply a policy of corrective discipline which will include the use of written warnings, suspension and termination. Employees shall sign all warnings, have the opportunity to write a response on the written warning and to receive a copy of the written warning. Any violation of the County's rules may be sufficient cause for discipline of an employee by the application of any of the indicated procedures. The County shall have the right to immediately discharge any employee without warning if the cause of such discharge is dishonesty, intoxication, drinking of alcoholic beverages on duty, willful destruction of County property or disregard of established safety rules, practices or equipment, resulting in either an accident or the threat of serious accident.

Section 31.04

The County may, from time to time, change or draft rules which shall not be in conflict with the terms of this contract. Employees will be given new rule or any changes in the existing rule ten (10) days prior to the effective day of the new rule or any change. Written warnings issued to employees for violations of the County's rules or policies shall be put into the employee file for a period of twelve (12) months. Written warnings shall become void automatically at the end of twelve (12) months.

ARTICLE 32 WAGE ADMINISTRATION

Section 32.01

All new employees will be hired at 90% of the base rate in effect at that time and shall remain at 90% of the base rate for their first six (6) months of employment.

Section 32.02

Employees starting with their seventh (7th) month of employment will receive 95% of the base rate.

Section 32.03

Employees starting with their second (2nd) year of employment will receive 100% of the base rate for their classification.

Section 32.04

Longevity increases in the hourly wage rate will be given in the amount of ten (10) cents for each five (5) years of continuous full-time employment with the County up to the maximum of sixty (60) cents.

Section 32.05

Effective July 1, 2005, all eligible employees covered by this Agreement shall receive a forty-eight (48) cent per hour across the board increase.

Section 32.06

Effective July 1, 2006, all eligible employees covered by this Agreement shall receive a forty-nine (49) cent per hour across the board increase.

Section 32.07

Effective July 1, 2007, all eligible employees covered by this Agreement shall receive a thirty-three (33) cent per across the board increase. Effective January 1, 2008, all eligible employees covered by this Agreement shall receive a thirty-four (34) cent per hour across the board increase.

ARTICLE 33 FEDERAL COMMERCIAL DRIVER'S LICENSE

Section 33.01

All employees are required to obtain the new Federal Commercial Driver's License. The County agrees to provide a training course to help employees obtain such license on a one-time basis. The County also agrees to allow all employees the necessary time off, without loss of pay, for the purpose of taking both the written and/or driving test for only one (1) time. If any employee does not successfully pass any test the first time, any further efforts will be on the employee's own time, but there will be no charge for use, if necessary, of the County's vehicle for testing. All employees will be responsible for the cost of the license for tandem axle truck with air brakes. The County will pay the expense for any additional County required amendments to the license. Employees must be insurable by the Employer's insurance carrier and remain insurable.

ARTICLE 34

COMPLETE AGREEMENT

Section 34.01

Both parties acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make or change proposals and articles with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by both parties after the exercise of such right and opportunity are set forth in this Agreement.

The County of Bremer and the International Union of Painters and Allied Trades Local 2003, IIPAT, agree that for the duration of this Agreement the other shall not be obliged to bargain collectively with respect to any subject or matter or subject not covered by this Agreement, even though such subject matter may or may not have been acknowledged or contemplated by either or both parties at the time this Agreement was negotiated.

ARTICLE 35

DURATION OF AGREEMENT

Section 35.01

The Agreement shall be effective as of July 1, 2005, and shall remain in full force and effect until its expiration date, June 30, 2008.

Section 35.02

Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Section 35.03


In the event any clause or provision of this Agreement is declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, the remaining portions and provisions shall not be declared invalid, and they shall remain in full force and effect.

Section 35.04

In witness whereof, this Agreement has been agreed to and executed by both parties on this _____ day of _____, 2005.

For Bremer County, Iowa

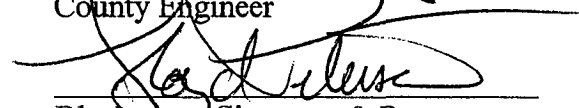
For International Union of Painters and
Allied Trades Local Union No. 2003, IUPAT




Chairman, County Board of Supervisors



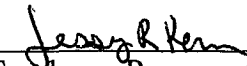
County Engineer



Blackstone, Simmons & Peterson



Business Representative



Employee Representative

This instrument was drafted by:

Lloyd E. Peterson
Blackstone, Simmons & Peterson
5275 Edina Industrial Boulevard #201
Edina, Minnesota 55439
(952) 831-1831

APPENDIX A

WAGE SCHEDULE

Classification	July 1, 2005	July 1, 2006	July 1, 2007	Jan. 1, 2008
Laborer	\$15.43	\$15.92	\$16.25	\$16.59
Bridge Crew	\$15.63	\$16.12	\$16.45	\$16.79
Operator I	\$15.73	\$16.22	\$16.55	\$16.89
Operator II	\$15.89	\$16.38	\$16.71	\$17.05
Mechanic Helper	\$14.72	\$15.21	\$15.54	\$15.87
Mechanic I	\$15.62	\$16.11	\$16.44	\$16.78
Mechanic II	\$16.11	\$16.60	\$16.93	\$17.27
Engineering Aide I	\$16.01	\$16.50	\$16.83	\$17.17
Engineering Aide II	\$16.51	\$17.00	\$17.33	\$17.67
Rodman	\$14.83	\$15.32	\$15.55	\$15.89

Side Letter

1. Effective July 1, 2005, the County agrees to maintain the current benefit and deductible levels in the health insurance policy for the next three contract years—July 1, 2005 to July 1, 2008.